

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS & ST. JOHN

GREAT LAKES INSURANCE SE,

Plaintiff,

v.

DANIEL MYKOLENKO and NOELLE
MYKOLENKO, *in personam*, and S/V NADIYA,
her engine, tackle, rigging, apparel, and
appurtenances, *in rem*,

Defendants,

_____ /

DANIEL MYKOLENKO and NOELLE
MYKPLENKO

Third-Party Plaintiffs,

v.

COMPASS POINT MARINA, INC.,

Third-Party Defendant.

_____ /

COMPASS POINT MARINA, INC.,

Additional Third-Party Plaintiff,

v.

HUNSINGER VENTURES, LLC d/b/a
CHARTER HOUSE YACHT CLUB and
DEREK HUNDSINGER.,

Additional Third-Party Defendant,

_____ /

**HUNDSINGER VENTURES, LLC d/b/a CHARTER HOUSE YACHT CLUB's
ANSWER AND AFFIRMATIVE DEFENSES TO COMPASS POINT MARINA,
INC.'S SECOND AMENDED THIRD-PARTY COMPLAINT**

Third Party Defendant, HUNDSINGER VENTURES, LLC. d/b/a CHARTER HOUSE YACHT CLUB, ("CHARTER HOUSE"), and makes a special appearance, by and through undersigned counsel, Quintairos, Prieto, Wood and Boyer, P.A., without waiving and defenses to, or otherwise submitting to the Court Jurisdiction, and hereby serves its Answer and Affirmative Defenses to the Second Amended Third Party Complaint ("Complaint") of Third Party Plaintiff COMPASS POINT MARINA, INC. ("CPM") as follows:

1. CHARTER HOUSE admits the allegations contained in Paragraphs 3, 6, 8, 14-20, and 26 of the Complaint.
2. CHARTER HOUSE denies the allegations contained in Paragraphs 1, 4, 7, 24, 31, 33, 35-36-37, and 39-40 of the Complaint.
3. CHARTER HOUSE lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraphs 2, 5, 9-13, 21-23, 25, 27, 29-30, 32, and 38 of the Complaint.
4. CHARTER HOUSE realleges and restates in prior admissions and denials for Paragraphs 28 and 34 of the Complaint
5. CHARTER HOUSE hereby demands a trial by jury.

AFFIRMATIVE DEFENSES

As separate and distinct defenses to the Complaint, CHARTER HOUSE alleges the following:

1. This Court lacks of subject-matter jurisdiction over the claims asserted by CPM against CHARTER HOUSE;

2. This Court lacks personal jurisdiction over Charter House, a North Carolina company;

3. CMP has brought this action in an improper venue;

4. CPM has served insufficient process on CHARTER HOUSE;

5. CPM insufficiently served process on CHARTER HOUSE;

6. CPM's Complaint fails to state a claim against CHARTER HOUSE upon which relief can be granted by this Court.

7. CHARTER HOUSE reserves the right to amend this Answer and to assert additional affirmative defenses and/or supplement, alter or change its Answer and Affirmative Defenses upon completion of appropriate investigation and discovery.

WHEREFORE, Defendant, CHARTER HOUSE requests judgment in its favor and against the Third Party Plaintiff CPM, including attorneys' fees, costs, and expenses incurred in defending this matter; and such other relief deemed just and proper by this Court.

Respectfully submitted,

Quintairos, Prieto, Wood & Boyer, P.A.
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/s/ Ryan C. Meade
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V.I. Bar No.: 1033

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the Court's CM/ECF system this 29th day of May, 2020 to the following:

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